




U.S. Department of Justice

United States Marshals Service

Prisoner Operations Division

*Washington, D.C. 20530
September 15, 2015*

MEMORANDUM TO: John Hall
Chief Deputy United States Marshal
District of Vermont

FROM: Tiffani Eason 
Chief
Intergovernmental Agreements Branch

SUBJECT: Intergovernmental Agreement (IGA) for
State of Vermont Department of Corrections

Enclosed is the above referenced IGA modification. Please forward it to the local government for review and signature. After the local government representative has signed the modification, return three original's to the Intergovernmental Agreements Branch Grants Specialist for signature and final processing. Please be aware that the modification will not be fully executed until signed by the responsible Grants Specialist. The signed copy of the modification must be returned to headquarters by October 30, 2015.


After final processing, two originals of the executed modification will be forwarded to the District. Please retain an original for the District and forward an original to the local government. A copy should be sent to the appropriate Bureau of Prisons (BOP) Community Corrections Manager and Immigration and Customs Enforcement (ICE) regional office, if included in the IGA. Please make sure that the Administrative Officer and Criminal Clerk has a copy of the executed documents so that they are aware of the current jail day rate and any special terms and conditions (i.e. guard/transportation services, mileage, etc.).

If you have questions, please contact Renita Jacobs, Grants Specialist at (202) 616-0559.

Attachment

**U. S. Department of Justice
United States Marshals Service**

Modification of Intergovernmental Agreement

1. Agreement No. 82-11-0021	2. Effective Date 9/1/2015	3. Facility Code(s) 1BE, 1BF, 1BG, 1BH, 1EH, 3TJ, 3TK, & 3WK	4. Modification No. One (2)	5. DUNS No. N/A
6. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Office of Intergovernmental Agreements Attn: Renita Jacobs Washington, D.C. 20530		7. Local Government State of Vermont Department of Corrections 103 S. Main Street Waterbury, Vermont 05671 Local Contact: Marcy Hodgdon (802) 241-2297		
8. Appropriation Data Housing: 15-1020/X JPATS: 0324AR	9. Per-Diem Rate \$130.00	10. Guard/Transportation Hourly Rate \$37.00 Per Hour – Per Guard Mileage shall be reimbursed by the Federal Government at the GSA Federal Travel Regulation Mileage Rate.		
<p>11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:</p> <p>THE PURPOSE OF THIS MODIFICATION IS TO ADD GUARD/TRANSPORTATION SERVICES TO THE STATE OF VERMONT DEPARTMENT OF CORRECTIONS INTERGOVERNMENTAL AGREEMENT. THE LOCAL GOVERNMENT SHALL PREPARE AND SUBMIT FOR CERTIFICATION AND PAYMENT, ORIGINAL AND SEPARATE INVOICES EACH MONTH TO EACH FEDERAL GOVERNMENT COMPONENT RESPONSIBLE FOR TRANSPORTATION.</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>UNITED STATES MARSHALS SERVICE DISTRICT OF VERMONT 11 ELMWOOD AVENUE – SUITE 601 BURLINGTON, VERMONT 05402 (802) 951-6271</p> <p>BUREAU OF PRISONS COMMUNITY CORRECTIONS PROGRAM MANAGER U.S. POST OFFICE & COURTHOUSE – ROOM 2004 BOSTON, MASSACHUSETTS 02109 (617) 223-4531</p> </div> <div style="width: 45%;"> <p>IMMIGRATION & CUSTOMS ENFORCEMENT REGIONAL ADMINISTRATOR – FEDERAL BUILDING BURLINGTON, VERMONT 05401 (802) 951-6223</p> </div> </div> <p>NO OTHER TERMS OR CONDITIONS OF THIS AGREEMENT ARE AFFECTED.</p>				
12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:				
A. LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL		
13. APPROVALS				
<p>A. LOCAL GOVERNMENT</p> <p> _____ Signature</p> <p>Commissioner - VT DOC _____ TITLE</p> <p>10/12/15 _____ DATE</p>		<p>B. FEDERAL GOVERNMENT</p> <p>_____ Signature</p> <p>Grants Analyst _____ TITLE</p> <p>_____ DATE</p>		

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Guard/Transportation Services to Medical Facility

The Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at the Facility to and from a medical facility for outpatient care, and transportation and stationary guard services for Federal detainees admitted to a medical facility.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel. Criteria as specified by the County Entity running the facility. In all cases these are part of a fulltime Law Enforcement Officer (LEO) or Correctional Officer (CO) that have met the minimum training requirements.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.

The Government agrees to reimburse the Local Government, the rate stipulated in block #10 on page one (1) of this Agreement. After forty-eight (48) months, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Optional Guard/Transportation Services to U.S. Courthouse

The Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at its facility to and from the U.S. Courthouse.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

Upon arrival at the courthouse, the Local Government's transportation and escort guard will turn Federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport Federal detainees to any U.S. Courthouse without a specific request from the USM or their designee who will provide the detainee's name, the U.S. Courthouse, and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation unless otherwise authorized by the USMS.

The Government agrees to reimburse the Local Government, the rate stipulated in block #10 on page one (1) of this Agreement. After forty-eight (48) months, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Optional Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPATS)

The Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at its facility to and from the JPATS.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

Upon arrival at JPATS, the Local Government's transportation and escort guards will turn federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport federal detainees to the airlift without a specific request from the USM who will provide the detainee's name, location (district), and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation.

The Government agrees to reimburse the Local Government, the rate stipulated in block #10 on page one (1) of this Agreement. After forty-eight (48) months, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.